

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30				1. REQUISITION NUMBER SEE SCHEDULE PG 21		PAGE 1 OF 18	
2. CONTRACT NO		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER F02601-98-QT001		6. SOLICITATION ISSUE DATE 16 June 1998	
7. FOR SOLICITATION INFORMATION CALL		a. NAME Morris Francis Fax (520) 228-5462		b. TELEPHONE NUMBER (no collect calls) (520) 228-4830		8. OFFER DUE DATE/LOCAL TIME: 25 June 1998 2:00PM	
9. ISSUED BY CODE DEPARTMENT OF THE AIR FORCE 355th CONTRACTING SQUADRON/LGCV 3180 S. CRAYCROFT ROAD DAVIS-MONTHAN AFB AZ 85707-3522			10. THIS ACQUISITION IS [] UNRESTRICTED [X] SET ASIDE 100 % FOR: [X] SMALL BUSINESS [] SMALL DISADVANTAGED BUSINESS [] 8(A) SIC: 7389 SIZE STANDARD: \$5 million		11. DELIVERY FOR FOB DEST UNLESS BLOCK IS MARKED ()		12. DISCOUNT TERMS
					[] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		
					13b. RATING: S10		
					14. METHOD OF SOLICITATION [X] RFQ [] IFB [] RFP		
15. DELIVER TO CODE 355th Civil Engineering Squadron 5257 E. GRANITE ST. DAVIS-MONTHAN AFB, AZ 85707				16. ADMINISTERED BY CODE 355th CONTRACTING SQUADRON/LGCV 3180 SOUTH CRAYCROFT ROAD DAVIS-MONTHAN AFB, ARIZONA 85707-3522			
17a. CONTRACTOR/OFFEROR CODE FACILITY CODE Name: Address: City, State ZIP: TIN #: _____ Phone Number: () - DUNS #: _____				18a. PAYMENT WILL BE MADE BY CODE DFAS-DE/OPFD P. O. BOX 203003 DENVER, COLORADO 80220-3003			
[] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16 UNLESS BLOCK IS CHECKED. [] SEE ADDENDUM			
19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES SEE ATTACHED SCHEDULE			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
25. ACCOUNTING AND APPROPRIATION DATA 5783400 308 7837 4H4436 01 53309 875800 (W/O: 78209)					26. TOTAL AWARD AMOUNT (FOR GOVT USE ONLY)		
[X] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR ADDENDA [X] ARE [] ARE NOT ATTACHED. 5.212-3 & 52.212-5 ARE ATTACHED.							
[X] 27b. CONTRACTOR/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 42.212-5 IS ATTACHED. ADDENDA [X] ARE [] ARE NOT ATTACHED.							
[] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				[] 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: _____			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER J. L. DANTZLER III			31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN [] RECEIVED [] INSPECTED [] ACCEPTED AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED			33. SHIP NUMBER [] PARTIAL [] FINAL		34 VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR
32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE		32c. DATE	36. PAYMENT [] COMPLETE [] PARTIAL [] FINAL			37. CHECK NUMBER	
41a. I CERTIFY THAT THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (PRINT)			
				42b. RECEIVED AT (LOCATION)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

CONTINUATION OF SF 1449

SCOPE OF CONTRACT: THE CONTRACTOR SHALL FURNISH ALL LABOR, SUPERVISION, TOOLS, MATERIALS, SUPPLIES, EQUIPMENT AND TRANSPORTATION NECESSARY THE OIL/WATER SEPARATORS (OWS). CONTRACTOR SHALL OBTAIN A REPRESENTATIVE SAMPLE EACH PHASE IN EACH SEPARATOR (i.e., OIL, WATER, AND SLUDGE) HAVE THE SAMPLES ANALYZED BY A LABORATORY CERTIFIED BY ARIZONA . PUMP AND CLEAN THE OIL/WATER SEPARATORS WHICH ARE NOT REGULATED UNDER THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) (AS DETERMINED BY THE GOVERNMENT BASES UPON TEST RESULTS). LABORATORY RESULTS SHALL BE SUBMITTED TO THE CONTRACTING OFFICER (CO) FOR EVALUATION PRIOR TO PUMPING AND CLEANING. THE CO WILL NOTIFY CONTRACTOR WHETHER TO PROCEED WITHIN 72 HOURS OF TEST RESULT SUBMITTAL. AFTER APPROVAL TO PROCEED, CONTRACTOR SHALL ADVISE GOVERNMENT WHEN EACH OWS CAN BE PUMPED AND CLEANED. THE GOVERNMENT WILL LIMIT INFLOW TO THE SEPARATORS DURING THE TIME OF THE CLEANING IS BEING PERFORMED, AND THE CO MUST BE INFORMED OF ANY DEVIATION FROM THE SCHEDULE IN ORDER TO REDUCE THE IMPACT TO ONGOING WORKPLACE OPERATIONS. THE CONTRACTOR SHALL PROVIDE FOR THE PROPER PUMPING AND TRANSFER OF THE RESULTING WASTE MATERIALS WHICH ARE TO BE DISPOSED OF. THE WORK SHALL INCLUDE CHARACTERIZATION (SAMPLING AND ANALYSIS), PUMPING, CONTAINERIZATION OF THE OWS CONTENTS, DISPOSAL AND/OR RECYCLING OF WASTE MATERIALS, CLEANING OF OIL/WATER SEPARATORS (TO INCLUDE SANDTRAPS, SEPARATOR CHAMBERS, HOLDING TANKS, AND ANY INTERNAL PIPING, BUT EXCLUDING TRENCHES AND PIPING LEADING TO AND FROM THE OWS SYSTEM), LABORATORY REPORT PREPARATION, SHIPPING MANIFESTS/DISPOSAL DOCUMENTS, AND ANY OTHER WORK REQUIRED FOR ENVIRONMENTAL COMPLIANCE. THE CONTRACTOR SHALL PERFORM TO ALL STANDARDS IN THIS CONTRACT WHICH SHALL BE IN STRICT ACCORDANCE WITH ALL LOCAL, COUNTY, STATE AND FEDERAL REGULATIONS.

PRICING SCHEDULE

BLOCKS:

19	20	21	22	23	24
"LINE ITEM NUMBER"	"SUPPLIES AND SERVICE"	"QTY"	"UNITS"	"UNIT PRICE"	"TOTAL AMOUNT"
0001	NON-PERSONAL SERVICES: TEST, PUMP, CLEAN AND INSPECT OIL/ WATER SEPARATORS.	33	EA	\$ -----	\$ -----

**SITE VISIT WILL BE HELD ON
19 JUNE 98 AT 8AM

**It is mandatory that prospective contractors and/or awardee
be registered through the Central Contractor Registry in order
to receive a government contract after 1 June 1998. Telephone
1-800-334-3414 daily from 8AM to 8PM EST Monday through
Friday. CCR can also be contacted on the World Wide Web at
<http://www.acq.osd.mil/EC>

CONTRACT CLAUSES:

52.212-4 Contract Terms and Conditions--Commercial Items.

As prescribed in 12.301(b)(3), insert the following clause:

CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 1997)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of non-conforming supplies or re-performance of non-conforming services at no increase in contract price. The Government must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices.

(1) Name and address of the Contractor;

(2) Invoice date;

(3) Contract number, contract line item number and, if applicable, the order number;

(4) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(6) Terms of any prompt payment discount offered;

(7) Name and address of official to whom payment is to be sent; and

(8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Unless otherwise provided by an addendum to this contract, the Government shall make payment in accordance with the clause at FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment, which is incorporated herein by reference. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the government shall not be liable to the Contractor for any amount for supplies or services not accepted and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of Liability.* Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other Compliance's.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, anti-Kickback Act of 1986; 41 U.S.C. 251 related to whistle blower protections; and 49 U.S.C. 40118, Fly American.

(s) *Order of Precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments,

Disputes, Payments, Invoice, Other Compliance's, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(End of Clause)

CONTRACT ADDENDUMS

1. *Payment:*

a. Payment under this contract shall be made upon successful completion of the contract as certified by the Contracting Officer.

b. Invoices will be submitted in an original and three (3) copies to:

**355TH CONTRACTING SQUADRON/LGCS
3180 SOUTH CRAYCROFT ROAD
DAVIS-MONTHAN AFB, ARIZONA 85707-3522
ATTN: COPARS ADMINISTRATOR
FAX: (520) 228-5284**

3. *Permits and Responsibilities For Work:* The contractor shall, without additional expense to the government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and municipal laws, codes, and regulations in connection with the prosecution of the work. He shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of work. He shall take proper safety and health precautions to protect the work, workers, the public, and the property of others.

4. *Required Insurance:* (IAW FAR 28.306(b)): Reference FAR clause entitled "Insurance. ." the Contractor shall, at its own expense, procure and thereafter maintain the following kinds of insurance with respect to performance under the contract.

a. Workmen's Compensation and Employers Liability Insurance as required by law except that if this contract is to be performed in a State which does not require or permit private insurance, then compliance with the statutory or administrative requirements in any such State will be satisfactory. The required Workmen's Compensation insurance shall extend to cover employer's liability for accidental bodily injury or death and for occupational disease with a minimum liability limit of \$100,000.

b. General Liability Insurance. Bodily injury liability insurance, in the minimum limits of \$500,000 per occurrence shall be required on the comprehensive form of policy.

c. Automobile Liability Insurance. This insurance shall be required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the

performance of the contract. At least the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage shall be required.

5. **252.204-7004** REQUIRED CENTRAL CONTRACTOR REGISTRATION MAR 1998

5. **5352.223-9000** ELIMINATION OF USE OF CLASS I OZONE MAY 1996
DEPLETING SUBSTANCES (ODS)
(IAW AFFARS 5310.002-71(e))

SOLICITATION F02601-98-QT0001

PAGE 6 OF 18

a. It is the Air Force policy to eliminate the use of Class I Ozone Depleting Substances (ODS) in all Air Force procurements.

b. Unless a specific waiver has been authorized, Air Force procurements:

(1) May not include any specification, standard, drawing or other document that requires the use of a Class I ODS in the design, manufacture, test, operation, or maintenance of any system, subsystem, item, component or process;

(2) May not include any specification, standard, drawing or other document that establishes a requirement that can only be met by use of a Class I ODS; and

(3) May not require the delivery of any item of supply that contains a Class I ODS or any service that includes the use of a Class I ODS.

c. For the purposes of this Air Force policy, the following are Class I ODS:

(1) Halons: 1011, 1202, 1211, 1301 and 2402

(2) Chlorofluorocarbons (CFC): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, and CFC-217.

(3) Other controlled substances: carbon tetrachloride, methyl chloroform, and methyl bromide.

d. The Air Force has reviewed the requirements specified in this contract to reflect this policy. Where considered essential, specific authorization has been obtained to continue use of these substances. Notify the contracting officer if any additional Class I ODS have been required in the performance of this contract or will be delivered as part of end item(s) or service(s) under this contract.

6. **5352.223-9001** HEALTH AND SAFETY ON GOVERNMENT JUN 1997
INSTALLATIONS
(IAW AFFARS 5323.9002)

a. In performing work under this contract on a Government installation, the Contractor shall-

(1) Conform to the specific safety requirements established by this contract;

(2) Comply with the safety rules of the Government installation that concern related activities not directly addressed in this contract;

(3) Take all reasonable steps and precautions to prevent accidents and preserve the life and health of Contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and

(4) Take such additional immediate precautions as the Contracting Officer may reasonably require for safety and accident prevention purposes.

b. If this contract is performed on an Air Force installation, the Air Force Occupational Safety and Health Standards (AFOSH) developed in accordance with AFR 127-12, Air Force Occupational Safety, Fire Prevention, and Health Program in effect on the date of this contract, apply. If contract performance is on other than an Air Force installation, the Contractor shall comply with the safety rules of that Government installation, in effect on the date of this contract.

c. The Contracting Officer may, by written order, direct additional AFOSH and safety and accident standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes clause of this contract.

d. Any violation of these safety rules and requirements, unless promptly corrected as directed by the Contracting Officer, shall be grounds for termination of this contract in accordance with the Default clause of this contract.

7. Periodic Progress Meetings: (ACC FAR Sup 5342.302(a)(120))

SOLICITATION F02601-98-QT0001

PAGE 7 OF 18

a. The contracting officer, COTR (Contracting Officer's Technical Representative) and other government personnel, as appropriate, will meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the government of problems, if any, being experienced. The contractor will also notify the contracting officer (in writing) of any work being performed, if any, that the contractor considers over and above the requirements of the contract. Appropriate action shall be taken to resolve the outstanding issues.

b. The meetings shall be held at the call of the Contracting Officer.

c. The minutes of these meetings will be reduced to writing, signed by the contracting officer, and any other signatures as deemed appropriate, and distributed to the functional area and the contractor. Should the contractor not concur with the minutes, the contractor will set out in writing to the contracting officer any areas of nonconcurrence.

11. **Deobligation of Funds:** The Government reserves the right to unilaterally deobligate any excess funds, at any time, contingent upon the contractors verbal acceptance.

12. 52.217-9	"OPTION TO EXTEND THE TERM OF THE CONTRACT"	MAR 1989
13. 52.232-8	"DISCOUNTS FOR PROMPT PAYMENT (IAW FAR 32.111(c)(1))"	MAY 1997
14. 52.232-11	"EXTRAS (IAW FAR 33.111(d)(2))"	APR 1984
15. 52.232-25	"PROMPT PAYMENT" (IAW FAR 32.908(C))	MAY 1997
16. 52.232-33	"MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT"	AUG 1996
17. 52.233-3	"PROTEST AFTER AWARD" (IAW FAR 33.215)	AUG 1996
18. 52.229-3	"FEDERAL, STATE, AND LOCAL TAXES"	JAN 1991
19. 252.212-7000	"OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS" (IAW DFARS 212.301 (f)(iii))	NOV 1995

(a) Definitions.

As used in this clause--

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407 (a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

SOLICITATION F02601-98-QT0001

PAGE 8 OF 18

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it--

___ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at **252.247-7024, Notification of Transportation of Supplies by Sea.**

One of the following DFARS provisions is incorporated by reference, designated by an "X" preceding the provision as shown below:

X DFARS 252.225-7000, BUY AMERICAN ACT - BALANCE OF PAYMENTS
PROGRAM CERTIFICATE

___ DFARS 252.225-7006, BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS
PROGRAM CERTIFICATE

___ DFARS 252.225-7035, BUY AMERICAN ACT - NORTH AMERICAN FREE TRADE AGREEMENT
IMPLEMENTATION ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE

52.212-5, CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 1996)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest After Award (31 U.S.C. 3553 and 40 U.S.C. 759).

(b) The Contractor agrees to comply with the FAR and FIRMR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components: (Contracting Officer shall check as appropriate.)

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

X (2) 52.203-10, Price or Fee Adjustment for Illegal or Improper Activity (41 U.S.C. 423).

___ (3) 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (15 U.S.C. 637 (d)(2) and (3));

- _____ (4) 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4);
- _____ (5) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637 (a)(14)).
- X (6) 52.222-26, Equal Opportunity (E.O. 11246).
- X (7) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212).
- X (8) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

SOLICITATION F02601-98-QT0001

PAGE 9 OF 18

- X (9) 52.222-37, Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- X (10) 52.225-3, Buy American Act--Supplies (41 U.S.C. 10).
- _____ (11) 52.225-9, Buy American Act--Trade Agreements Act--Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).
- _____ (12) 52.225-18, European Union Sanctions for End Productions (E.O. 12849).
- _____ (13) 52.225-19, European Union Sanctions for Services (E.O. 12849).
- _____ (14) 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187).
- _____ (15) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
- _____ (16) 201-39.5202-3, Procurement Authority (FIRMR). (This acquisition is being conducted under _____ delegation of GSA's exclusive procurement authority for FIP resources. The specific GSA DPA case number is _____).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components: (Contracting Officer check as appropriate.)

- X (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).
- _____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

This Statement is for Information Only: IT IS NOT A WAGE DETERMINATION

Employee Classification

Monetary Wage

Fringe Benefits

- _____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- _____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- _____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the

Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

SOLICITATION F02601-98-QT0001

PAGE 10 OF 18

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components.

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 2012(a)); and
- (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (Flow down not required or subcontracts awarded beginning May 1, 1996).

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (IAW DFARS 212.301 (f)(iv)) (FEB 1997)

(a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.247-7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

- ☒ 252.205-7000 Provision of Information to Cooperation Agreement Holders (10 U.S.C. 2416).
- ☐ 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).
- ☐ 252.219-7001 Notice of Partial Small Business Set-Aside with Preferential Consideration for Small Disadvantaged Business Concerns
- ☐ (Alternate I) (Section 9004, Pub. L. 101-165 (10 U.S.C. 2301 (repealed)(note))).
- ☐ 252.219-7002 Notice of Small Disadvantaged Business Set-Aside
- ☐ (Alternate I) (15 U.S.C. 644).
- ☐ 252.219-7003 Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).
- ☐ 252.219-7005 Incentive for Subcontracting with Small Businesses, Small Disadvantaged Business, Historically Black Colleges and Universities and Minority Institutions.
- ☐ (Alternate I) (Section 9004, Pub. L. 101-165 (10 U.S.C. 2301 (repealed) note)).
- ☐ 252.219-7006 Notice of Evaluation Preference for Small Disadvantaged Business Concerns.
- ☐ (Alternate I) (15 U.S.C. 644).
- ☒ 252.225-7001 Buy American Act and Balance of Payment Program (41 U.S.C. 10, E.O. 10582).
- ☒ 252.225-7007 Trade Agreements 10 U.S.C. 2501-2582).
- ☒ 252.225-7012 Preference for Certain Domestic Commodities.
- ☒ 252.225-7014 Preference for Domestic Specialty metals (10 U.S.C. 2241 note).
- ☐ 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).
- ☐ 252.225-7017 Preference for United States and Canadian Valves and Machine Tools (10 U.S.C. 2534 (c)(2)).
- ☐ 252.225-7027 Limitation on Sales Commissions and Fees (12 U.S.C. 2779).
- ☐ 252.225-7028 Exclusionary Policies and practices of Foreign governments (22 U.S.C. 2755).

- ☐ 252.225-7029 Restriction on Acquisition of Air Circuit Breakers (10 U.S.C. 2534 (a)(3)).
- ☐ 252.225-7036 North American Free Trade Agreement Implementation Act.
- ☐ 252.227-7015 Technical Data--Commercial Items (10 U.S.C. 2320).
- ☐ 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
- ☒ 252.233-7000 Certification of Claims and Requests for Adjustment or Relief 910 U.S.C. 2410).
- ☐ 252.242-7002 Submission of Commercial Freight Bills for Audit (31 U.S.C. 2631).
- ☒ 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

SOLICITATION F02601-98-QT0001

PAGE 11 OF 18

- ☐ 252.249-7001 Notification of Substantial Impact on Employment (10 U.S.C. 2501 note).

ATTACHMENTS

- A. Statement of Work
- B. DD Form 2051, "Request for Assignment of a Commercial and Government Entity (Cage) Code"

SOLICITATION PROVISIONS APPLICABLE TO THIS SOLICITATION

52.212-1, INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS. As prescribed in 12.301 (b)(1): (Note: Provision has been tailored to reflect Agency requirements)

INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS (OCT 1995)

(a) *Standard industrial classification (SIC) code and small business size standard.* The SIC code and small business size standard for this acquisition appears in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specific in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on SF 1449, letterhead stationary, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of , the offeror;
- (4) Terms of any express warranty;
- (5) Price and any discount terms;
- (6) "Remit to" address, if different than mailing address;
- (7) A completed copy of the representations and certifications at FAR 52.212-3;
- (8) Acknowledgment of Solicitation Amendments;
- (9) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); (See paragraph (g) (1) through (g) (3) below) and
- (10) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 120 calendar days from the date specified for receipt of offers.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during pre-award testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions that are consistent with commercial practice for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

SOLICITATION F02601-98-QT0001
PAGE 12 OF 18

(f) *Late offers.* Offers or modifications of offers received at the address specified for the receipt of offers after the exact time specified for receipt of offers will not be considered.

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price standpoint and all required past performance information. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received. A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(1) *Past Performance.* Offerors must submit: 1) three source of supply references; 2) a list of all current job commitments, dollar values, anticipated completion dates, and points of contact with telephone numbers; 3) a list of all similar jobs accomplished by the offeror in the past two years, dollar values, and points of contact with telephone numbers; 4) a list of all financial institutions utilized by the offer within the last year, to include account numbers, and points of contacts with telephone numbers.

(2) Failure to submit all or specific elements of the past performance information required above (along with the proposal) shall be considered certification (by signature on the proposal) that the contractor has no past performance for the Government to evaluate for those elements or in the case of an offeror without a record of relevant past performance, the offeror will not be rated favorably or unfavorably in relation to past performance.

(3) The offeror will be afforded an opportunity, through clarification requests, to respond to any adverse past performance information to which an offeror has not had a prior opportunity to respond.

(h) *Multiple awards.* Only one award will be made under this solicitation.

(i) *Availability of requirements documents cited in the solicitation.*

(1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 755-0325/0326).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Individual documents may be ordered from the Telespecs ordering system by touch-tone telephone. A customer number is required to use this service and can be obtained from the Standardization Documents Order Desk or the Special Assistance Desk (telephone (610) 607-2667/2179).

(3) Non-government (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(END OF PROVISION)

EVALUATION--COMMERCIAL ITEMS (OCT 1995)

a) **Basis for Award.** The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation, is considered acceptable in terms of Financial and Source of Supply past performance history, and will

SOLICITATION F02601-98-QT0001
PAGE 13 OF 18

b) provide the best value to the Government considering price and current/similar job past performance as outlined below. The following factors shall be used to evaluate offers:

- | | |
|----------------------------------|-------------------------|
| 1. Past Performance | |
| a) Previous/Current Similar Jobs | Acceptable/Unacceptable |
| b) Financial | Acceptable/Unacceptable |
| 2. Price | Acceptable/Unacceptable |

Past performance is equal to price

b) **EVALUATION** - The application of the Best Value technique in the contract award selection and approval process is as follows:

1. A decision on the acceptability of each offeror's Financial and past performance history will be made. Only those offerors determined to be acceptable, either initially or as a result of clarifications, will be considered for award.
2. Offerors determined acceptable in terms of Financial and past performance history will then be ranked with the Past Performance Risk Assessment rating of Acceptable/Unacceptable.
3. The Contracting Officer shall make an integrated assessment best value award decision, from those quotes found to be acceptable in both financial and initial evaluations, based on the most highly rated offer in terms of past performance that offers a price fair and reasonable to the Government.

c) **EVALUATION - PAST PERFORMANCE.** The Government will evaluate all of the financial references and all current and previous similar job references. This comparative assessment of past performance information is separate from the responsibility determination required under FAR subpart 9.1. Contractor shall submit contract numbers, names of contacts, telephone numbers and any other pertinent information for evaluation covering jobs of similar type over the past three years.

d) **EVALUATION - PRICE.** Offers will be evaluated based on a sliding scale with the lowest estimated costs to the government for the total net amount of Section B, Parts I, II, and III (including service charge) receiving the highest rating. Proposals that do not conform to the mandatory criteria for schedule of price lists submitted by the offeror and/or contain negative or "no-bid" notation for any item will receive the lowest evaluated rating for price. Offerors must ensure all sources of supplies utilized on the price lists submitted have the capacity to deliver to Davis-Monthan AFB within the delivery times specified in the statement of work.

Unbalanced pricing. **The Government reserves the right to question any apparently extremely low price.**

(End of Provision)

52.212-3 Offeror Representations and Certifications--Commercial Items.

As prescribed in 12.301(b)(2), insert the following provision:

OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS (JAN 1997)

(a) *Definitions.* As used in this provision:

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern” means a small business concern that--

SOLICITATION F02601-98-QT0001

PAGE 14 OF 18

(1) Is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business, having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and

(2) Has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian organization and which meets the requirements of 13 CFR Part 124.

“Women-owned small business concern” means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6050M).

(1) *Taxpayer Identification Number* (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis. _____.

(2) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity:

☐ Sole proprietorship

☐ Partnership

SOLICITATION F02601-98-QT0001

PAGE 15 OF 18

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(3) Common Parent.

☐ Offeror is not owned or controlled by a common parent:

☐ Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Small disadvantaged business concern.* The offeror represents that it ☐ is, ☐ is not a small disadvantaged business concern.

(3) *Women-owned small business concern.* The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) *Women-owned business concern.* The offeror represents that it ☐ is, ☐ is not, a women-owned business concern.

(5) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(6) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]*

(i) *(Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).)* The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) *(Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).)* Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
_____ 50 or fewer	\$1 million or less
_____ 51-100	\$1,000,001-\$2 million
_____ 101-250	\$2,000,001-\$3.5 million

SOLICITATION F02601-98-QT0001

PAGE 16 OF 18

_____ 251-500	\$3,500,001-\$5 million
_____ 501-750	\$5,000,001-\$10 million
_____ 751-1,000	\$10,000,001-\$17 million
_____ Over 1,000	Over \$17 million

(d) *Certifications and representations required to implement provisions of Executive Order 11246--*

(1) *Certification of non-segregated facilities. (Applies only if the contract amount is expected to exceed \$10,000)--*

By submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees, any facilities that are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise and that it does not and will not permit its employees to perform their services at any location where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(2) *Previous Contracts and Compliance.* The offeror represents that--

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(3) *Affirmative Action Compliance.* The offeror represents that--

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act--Trade Agreements--Balance of Payments Program Certificate.* (Applies only if FAR clause 52.225-9, Buy American Act--Trade Agreement--Balance of Payments Program, is included in this solicitation.)

(1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

LINE ITEM NO. COUNTRY OF ORIGIN

(List as necessary)

SOLICITATION F02601-98-QT0001

PAGE 17 OF 18

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(i) The offeror certifies that the following supplies qualify as “designated or NAFTA country end products” as those terms are defined in the clause entitled “Buy American Act--Trade Agreements--Balance of Payments Program”:

(Insert line item numbers)

(ii) The offeror certifies that the following supplies qualify as “Caribbean Basin country end products” as that term is defined in the clause entitled “Buy American Act--Trade Agreements--Balance of Payments Program”:

(Insert line item numbers)

(4) Offers will be evaluated in accordance with FAR Part 25.

(g) (1) *Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program.* (Applies only if FAR clause 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program, is included in this solicitation.) (i) The offeror certifies that each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled “Buy American Act-- North American Free Trade Agreement Implementation Act-Balance of Payments Program,” and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(ii) Excluded End Products:

LINE ITEM NO. COUNTRY OF ORIGIN

(List as necessary)

(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products. The offeror certifies

that the following supplies qualify as “NAFTA country end products” as that term is defined in the clause entitled “Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program”:

(Insert line item numbers)

(iv) Offers will be evaluated in accordance with FAR Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

SOLICITATION F02601-98-QT0001

PAGE 18 OF 18

(2) Alternate I. If Alternate I to the clause at 52.225-21 is included in this solicitation, substitute the following paragraph (g)(1)(iii) for paragraph (g)(1)(iii) of this provision:

(g)(1)(iii) Offers will be evaluated by giving certain preferences to domestic end products or Canadian end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are Canadian end products. Products that are not identified and certified below will not be deemed Canadian end products.

The offeror certifies that the following supplies qualify as “Canadian end products” as that term is defined in the clause entitled “Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program”:

(Insert line item numbers)

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award* (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals [] are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and [] are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(End of Provision)